



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Authorization to Solicit Proposals for Concession Operations at Lodi Lake Park and Other Locations

MEETING DATE: February 21, 1996

PREPARED BY: Parks and Recreation Director

RECOMMENDED ACTION: That the City Council authorize the solicitation of proposals for the operation of a food cart concession at Lodi Lake Park and other locations for the period May 1, 1996 through December 31, 1998.

BACKGROUND INFORMATION: The Parks and Recreation Department periodically solicits proposals for the operation of basic food and beverage concessions at Lodi Lake Park. We wish to do this again at this time and to also allow for cart operations at various locations to support program and citizen concession needs (i.e., flag football, youth basketball program, special event, etc.)

The food cart operation at Lodi Lake Park will be May 1 through September 30 annually. Additionally, during the contract period, the concessionaire will be available to provide concessions for various recreational programs and events (dates and locations to be mutually agreed upon on a quarterly basis.)

This operation is not a large revenue producer. Its primary purpose is for citizen convenience and a form of contracted service, with the city physically not in the concession business.

The selection of a concession will be based on quality and food type, cleanliness of operation, availability of needed services and return from gross sales.

The deadline for submitting proposals will be March 13, 1996 at 11:00 a.m.

FUNDING: None required. The operation will generate revenue for the City of Lodi.


Ron Williamson, Director Parks and Recreation

RW/sb

cc: Purchasing Agent

APPROVED: 

H. DIXON FLYNN
City Manager



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LODI PARKS AND RECREATION DEPARTMENT

LODI LAKE CONCESSION INCOME

Current Concessionaire: Bon Cuisine A La Carte (Fugazi)
Current Percentage Paid to City - 16%

Month	1991*	1992	1993	1994	1995
May	-0-	\$153.44	\$129.73	\$156.48	\$163.04
June	\$250.96	\$153.44	\$349.64	\$418.00	\$401.37
July	\$662.42	\$577.64	\$625.54	\$366.00	\$412.81
August	\$210.40	\$415.68	\$266.95	\$164.53	\$220.66
September	\$56.74	\$993.32	\$31.81	\$39.48	\$42.61
Totals	\$1,180.52	\$1,639.63	\$1,403.67	\$1,144.59	\$1,240.49

Effective July 1994, Revenue to Lodi Lake Revenue 10-563

* Concessionaire - Gloria's Catering (10%)

Revised December 1, 1995



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Authorize a (2) Two Year Contract Extension to Food and Fun Concessions for Concession Operations at Armory Park and Softball Complex

MEETING DATE: February 21, 1996

PREPARED BY: Parks and Recreation Director

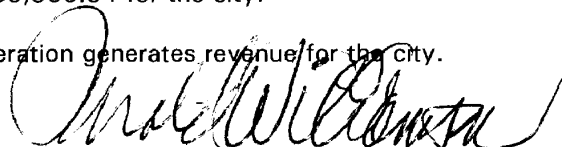
RECOMMENDED ACTION: That Council approve a two year contract extension to Food and Fun Concessions for concession operations at Armory Park and Softball Complex.

BACKGROUND INFORMATION: Food and Fun Concession entered into a contract with the City of Lodi to provide concessions at Armory Park and Softball Complex for the period of February 2, 1992 through December 31, 1995.

The request for proposal included a statement indicating "At the City's discretion, according to the decision of the City Manager and staff, a two year extension of this agreement may be considered, based upon performance by Concessionaire during the initial period of this agreement" which was not included in the contract. However, it was the intent of staff to include this statement in the contract and to allow for a two year extension.

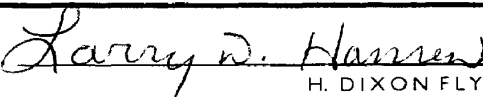
Food and Fun Concessions have done an outstanding job for the city. They have been cooperative in both evening city league play and weekend rentals. Their operation has been beneficial to the city, both in revenue generated and in their customer service. During the initial contract period, Food and Fun Concessions generated \$30,930.54 for the city.

FUNDING: None. The operation generates revenue for the city.


Ron Williamson, Director Parks and Recreation

RW/sb

APPROVED:



H. DIXON FLYNN
City Manager



recycled paper

LODI PARKS AND RECREATION DEPARTMENT

COMPLEX/ARMORY CONCESSION INCOME

Current Concessionaire: Food & Fun Concessions (Stockwell)
Current Percentage Paid to City - **25%**

Month	1991	1992	1993 (Note)	1994	1995
March	Closed	305.68	77.81	346.08	\$306.58
April	Closed	1380.32	1,519.85 (15-20 days)	1,381.23 (16-19 days)	\$1,290.62
May	-0-	2837.89	2101.07	1,319.33	\$1,088.03
June	691.09	3254.48	2276.39	1,839.70	\$1,762.22
July	891.76	3,056.08	2202.51	1,736.06	\$1,797.92
August	-0-	1,035.79	957.28	1,684.73	\$1,838.27
September	709.6	878.28	771.49	636.65	\$964.69
October	-0-	658.4	1188.41	660.30	\$723.64
November		324.12	302.08		\$157.60
Totals	2,292.45	13,731.04	11,396.89	9,604.08	\$9,929.57

Effective July 1994 Revenue to Adult Sports 10-573

**** Concessionaire - BOBS (25% net)**

Note: As of 1993, Armory percentage is 10%.

Revised December 1, 1995

AGREEMENT

CITY OF LODI

DEPARTMENT OF PARKS AND RECREATION

Concession Operations at Lodi Lake Park and

Other Locations for Recreational Events (Determined Quarterly by Mutual Agreement with

Concessionaire and Director of Parks and Recreation)

THIS AGREEMENT, made and entered into this _____ day of _____, 1996
by and between the CITY OF LODI ("City"), and _____
_____ ("Concessionaire").

WITNESSETH:

Concessionaire agrees to operate food cart concessions at Lodi Lake Park and other locations for recreational events (determined quarterly by mutual agreement with concessionaire and Director of Parks and Recreation) in strict compliance with San Joaquin County Health Department standards and requirements for concession operations, and under the following terms and conditions:

Area to be Serviced:

Lodi Lake Park, 1301 West Turner Road, Lodi, CA and other locations for recreational events (determined quarterly by mutual agreement with concessionaire and Director of Parks and Recreation.)

City does hereby grant to Concessionaire the sole and exclusive right/license to vend food, drinks, picnic supplies, souvenirs, and other concession items as approved by the City of Lodi, from food carts at Lodi Lake Park, 1301 West Turner Road, Lodi, CA, and other locations for recreational events (determined quarterly by mutual agreement with concessionaire and Director of Parks and Recreation), beginning May 1, 1996 and ending December 31, 1998.

The City of Lodi reserves the right to waive exclusive license and permit the operation of additional concession activities during the following events:

Annual Boat Races
Fourth of July Celebration/Festival
Major Special Events
All Private Facility Rentals

The City will provide:

1. Garbage receptacles. However, Concessionaire will be responsible for removing, at Concessionaire's own cost and expense, all large boxes, storage containers, and/or packaging materials which may accumulate from equipment or food storage packaging;

2. Maintenance of the general property, unless abuse and lack of general care is apparent, at which time the cost and expenditures for repairs and maintenance shall be borne by the Concessionaire.

CONCESSION OPERATION CONDITIONS:

1. The length of the contract shall be from May 1, 1996, and ending at midnight on December 31, 1998.
2. Concessionaire agrees to maintain in full force during the term hereof, a policy of general liability insurance which contains an Additional Named Insured Endorsement naming the City of Lodi, its officers, agents, and employees as Additional Insureds, and under which the insurer agrees to indemnify and hold the City of Lodi harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal or bodily injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results or is claimed to have resulted, from any act or omission on the part of Concessionaire or Concessionaire's agents or employees in the implementation of this Agreement. The minimum limits of such insurance shall be \$1,000,000 general aggregate. In addition to the Additionally Named Insured Endorsement on Concessionaire's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers, agents, and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsement shall be delivered to the Risk Manager after the issuance of said policy, with satisfactory evidence that each carrier is required to give the City of Lodi at least 30 days prior notice of the cancellation or reduction in coverage of any policy during

the effective period of this Agreement. The insurance certificate must state on its face or as an endorsement, the name of the Concession that it is insuring. If there has been no such delivery within forty-eight (48) hours prior to the commencement of this Agreement, this Agreement shall be null and void. All requirements herein provided shall appear either in the body of the insurance policy or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this Agreement shall apply and be construed as applying to any subtenant of Concessionaire, in the event any such subtenant is allowed under the provisions of paragraph 13 of this agreement.

Notwithstanding other provisions contained in this Agreement, the City Manager is granted the right to immediately terminate the Agreement upon failure on the part of the Concessionaire to keep in full force and effect during the entire term of the agreement, the insurance as set forth in this section.

3. Concessionaire shall, prior to opening for business each year of said Agreement (by April 1 of each year), furnish a "Products and Price Schedule" and shall follow the products and price schedule as negotiated between the City Manager or his representative and Concessionaire.
4. Concessionaire shall provide all equipment and products to operate said concessions.
5. Concessionaire shall pay ____% of gross receipts excluding sales taxes to the City of Lodi, which payments shall be due on the tenth (10th) calendar day of every month for sales of the previous month. If said percentage has not been paid by the due dates, there shall be a penalty of five percent (5%) per day for any amounts not paid, and owing to the City. The Concessionaire shall keep accurate records and books of accounts of all purchases and sales, and does hereby give to the City or its authorized agents, the right to examine and audit said books at any time City desires. The Concessionaire shall complete monthly records on forms provided by the City, and these reports shall accompany gross receipts payments, provided to the City by the tenth (10th) calendar day of each month while concessions are in operation.

6. The dates and times of operation shall be as follows:

LODI LAKE OPERATIONS

- A. Concessionaire shall operate from May 1 to September 30 each year, on weekends between May 1 and Memorial Day, daily from Memorial Day through Labor Day, and on weekends between Labor Day and September 30. Days of operation may be negotiable to realize optimum operating efficiencies and profitability while meeting the needs of park guests.
- B. The hours of operation of the Concession shall be from 11:00 a.m. to 6:00 p.m. each day of operation, unless extended hours are mutually agreed to by City and Concessionaire.

OTHER LOCATIONS FOR RECREATIONAL EVENTS/ACTIVITIES

Dates and times of operation to be mutually agreed upon by the concessionaire and Parks and Recreation Director on a quarterly basis.

7. Concessionaire agrees to obtain at his/her own expense, any and all permits and licenses which may be required by law or ordinance in conducting the concessions, and to pay any and all taxes and assessments which may be assessed against him or her for whatever purposes in the operation of said concessions.

8. Maintenance:

Concessionaire shall keep the food carts and the immediate surrounding areas in clean and presentable condition at all times and follow the strictest of sanitary conditions, and any State and local ordinances applicable to the business to be conducted. Concessionaire shall be responsible for daily removal from the premises all packaging materials (cartons, boxes, cases) in which food and beverage items are packed. Concessionaire shall be responsible to give the City written notice of any maintenance problems.

9. The rights granted hereunder for concession sales at the identified park and other locations for recreational events (determined quarterly by mutual agreement with concessionaire and Director of Parks and Recreation), shall be exclusive to Concessionaire, save and except any special events (e.g. boat races, Fourth of July events, major special events, etc.), conducted outside the normal course of operation at the above described locations, and of which the City Manager or his representative shall give concessionaire five (5) days advance notice.

Concessionaire will be given first consideration for vending at said special events upon agreement of event sponsor. (No food or product rights without agreement of sponsoring party.) Concessionaire shall pay to the City of Lodi in accordance to section 5 of this agreement for special event vending.

10. Concessionaire is aware that a Possessory Interest Tax is or may be charged each year by the County Assessor for the use of the facilities and that payment of this tax is the responsibility of the vendor.
11. The Parks and Recreation Director reserves the right to approve or disapprove any employee or operator of said concession stand on a basis of such considerations as dress, general cleanliness, and working relationship with the public and staff, as needed to successfully vend food for day-to-day operations, tournaments or special events or activities. (The City will counsel and coordinate this action with Concessionaire manager).

All concession employees will be dressed in like uniforms, white or other light color as approved by the Parks and Recreation Director, and be identified, by name, as employees of Concessionaire. All concession employees shall wear appropriate head attire to meet San Joaquin County Health Department requirements, and shall be clean at all times.

12. The City reserves the right to enter upon the premises at any reasonable time to inspect the operation and equipment thereon, or for any other purpose.

13. Concessionaire shall not have the right to sell, mortgage, assign or sublet the contract/agreement or any part thereof without the prior written consent of the City Manager or his representative. A breach of this condition shall automatically terminate any contract or agreement between City and Concessionaire. (In the event that Concessionaire is unable to provide required concession products and/or services for special events, the City shall have the right to secure said services and/or food and beverage products, and to negotiate any and all agreements or contracts to provide said services and/or food and beverage products for sale to the public, and all proceeds therefrom shall be forfeited to the City. Said original Concessionaire shall have first right of refusal to participate in said negotiations.)
14. The agreement/contract may be terminated by written agreement of either party hereto without cause upon thirty (30) days' written notice to the other party. Such notice shall be delivered to the City Manager's office, City Hall, 221 West Pine Street, Lodi, or to the Concessionaire at a premises which is subject to this agreement.
15. Concessionaire shall be required to provide to the City upon the signing of this agreement a Performance Bond in the amount of \$1,000.
16. If Concessionaire defaults in any of the terms contained herein, the Concessionaire's agreement to provide service as specified herein shall terminate upon failure of Concessionaire to correct the default within thirty (30) days of receiving written notice thereof from the City. Upon any termination thereof, Concessionaire agrees to quit and surrender possession peaceably and City shall have the right to remove Concessionaire and all others occupying through or under this agreement. Under such termination of agreement the Concessionaire's performance bond shall be forfeited to the City for payment of all outstanding debts owed by Concessionaire to the City, including monthly payment(s) and any and all reimbursements for repairs or replacement of the facilities.
17. In the event that either party brings an action under this Agreement for the breach or enforcement thereof, the prevailing party in such action shall be entitled to its reasonable attorneys' fees and costs, whether or not such action is prosecuted to judgment.

18. At the City's discretion, according to the decision of the City Manager upon the recommendation of the Parks and Recreation Director, a two year extension of this agreement beyond the December 31, 1998 term may be considered, based upon the performance of concessionaire during the initial term of this agreement.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands the day and year first hereinabove written.

CONCESSION OPERATIONS

LODI LAKE PARK AND OTHER RECREATIONAL EVENT/ACTIVITY LOCATIONS

CITY OF LODI, a municipal
corporation

CONCESSIONAIRE,

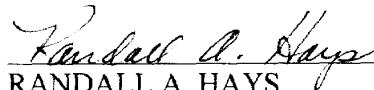
By _____
H. DIXON FLYNN
City Manager

By _____

ATTEST:

JENNIFER M. PERRIN
City Clerk

Approved as to Form:



RANDALL A. HAYS
City Attorney